

Questions for Tennessee bid

Event # 31611-11730

1. **Page 2 A.3 Customizing iOS Device C:** The contractor shall custom laser etch all iOS devices and peripherals with the State Agency's name, asset tag number, the phrase "Not for Resale", as well as any other information required by the agency.

Q: Please clarify if the State is requesting only the iPad and protective case (for example Otterbox) be etched; and not that the State is requesting the iPad, protective case, and other included peripherals such as the charger, cable and stylus be etched.

State Response: *Only the item and the protective case need to be etched.*

2. **Page 2 A.5 Enrolling:** The Contractor shall enroll each iOS device into a Mobile Device Management (MDM) server that allows for on demand monitoring and reporting that is customized for the State Agency's Telecommunications Equipment Distribution Program ("TEDP").

Q: Please specify the length of time the Program is requesting the iOS device be enrolled in Mobile Device Management (MDM). Enrollment is normally offered in one-year increments, with similar programs across the country enrolling the devices for 3 years (the same term as the warranty on the equipment allowing for complete remote operational and technical/repair support for individuals with disabilities utilizing this program).

State Response: *please refer to Section. B.1. of the contract.*

3. **Page 2 A.7 Packaging:** Each iOS device shall be distributed in a specially designed box provided by the State to the Contractor, that is intended to protect the device, and include any accessories the State Agency orders for the consumer (for example, cases, cords, car chargers, styluses, mounting brackets, etc.).

Q: Please clarify if the State or the Contractor will be providing the specially designed box. We believe that this might be a typo and should say "the specially designed box provided by the Contractor that has been approved by the Program/State".

State Response: *The State shall provide the design of the box to the Contractor. Please see the adjusted contract Via amendment.*

4. **Page 3 A.9 Support:**

a. Contractor shall provide all iOS operational and technical support directly to the consumer and/or State Agency within twenty four (24) hours from receipt of the consumer and/or Agency call. This shall include any type of repair service, re-installation of apps and iOS updates.

b. The operational and technical support shall also provide a service that allows for repair, replacement and/or refurbishment of equipment. Contractor shall, at its expense, repair, correct or replace any equipment that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) business days of receiving notice of such and shall give reasonable notice if the expected service will extend beyond the original time frame.

Q: Will the State clarify how long this operational and technical support must be provided? Programs across the country, serving similar populations of individuals with disabilities, offer this support for 3 years. The benefit to the State of the 3-year support is that this equipment is being used by individuals with a variety of disabilities and therefore require higher levels of support and assistance. It is recommended that the MDM service coverage provided by the Contractor match this same Operational and Technical support coverage as the two services work in tandem to best support the consumers.

State Response: *Please refer to Section B.1. of the Contract.*

5. **Page 3 A.10: Warranty.** Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

Q: Please clarify the total warranty coverage required by the state for the iOS equipment on this ITB. As mentioned above, similar programs across the country serving individuals with disabilities, provide 3 years of MDM enrollment, 3 years of warranty and 3 years of operational and technical support with a comprehensive service and repair plan specifically designed for State Programs and the constituents with disabilities they serve.

State Response: *Contractor shall meet all service requirements under this Contract and ensure that all items provided under this Contract meet the requirements of the Scope for the period of time outlined in section B.1. of the Contract.*